

Agency Code 17-0188-00

Policy Number 034617-38009361

COMMUNICABLE DISEASE EXCLUSION
Commercial General Liability Coverage Form

55137 (6-92)

It is agreed:

1. The following exclusion is added and applies to:

- a. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
- b. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; and
- c. COVERAGE C. MEDICAL PAYMENTS

2. **EXCLUSION**

This policy does not apply to "bodily injury", "personal injury" or medical expenses for "bodily injury" arising out of or resulting from the transmission of any communicable disease by any "insured".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION -
EXCEPTION FOR BUILDING HEATING EQUIPMENT**

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM,

It is agreed:

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, exclusion f., subparagraph (1) (a) is deleted and replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph, (a), does not apply to "bodily injury" if sustained within a building at such premises, site or location and caused by smoke, fumes, vapor or soot from equipment used to heat a building at such premises, site or location.

All other policy terms and conditions apply

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55146 (7-96)

UPSET AND OVERSPRAY COVERAGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed the coverage for "property damage" liability with respect to your operations is extended as follows:

1. COVERAGE

We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental:

- a upset, overturn or collision of your "mobile equipment" while transporting; or
- b "overspray" during your application or dispersal of;

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

This is not an additional amount of insurance and does not increase the LIMITS OF INSURANCE stated in the Declarations.

2. EXCLUSIONS

- a With regard only to the coverage provided by this endorsement, SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following:

- f Any loss, cost or expense arising out of any:

- (1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

- b The following exclusion is added under SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

- o This coverage does not apply to "overspray" resulting from aerial application or dispersal of "pollutants"

All other policy exclusions apply.

3. DEDUCTIBLE

Any deductible provision of the policy which is applicable to Property Damage Liability coverage applies to this coverage extension

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4. DEFINITIONS

The following definitions apply in addition to those in the policy.

"Overspray" means spray, from a device specifically designed for spray application or dispersal, that goes beyond the entire area of intended application or dispersal.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed

All other policy terms and conditions apply.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II)

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payments of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of

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liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - (2) That the insured would have in the absence of the contract or agreement.
- c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
- (1) Causing or contributing to the intoxication of any person;
 - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law

- e. "Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

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- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraphs (a) and (d) (i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing from, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading"

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;

- (2) A watercraft you do not own that is:

- (a) Less than 26 feet long; and

- (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" (Section V.8.)

- h. "Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

- i. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

- j. "Property damage" to:

- (1) Property you own, rent or occupy;

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- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- k. "Property damage" to "your product" arising out of it or any part of it.
- l. "Property damage" to "your work" arising out of it or any part of it and including in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- m. "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

- n. Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency inadequacy or dangerous condition in it.

Exclusions c. through n do not apply to damage by fire to premises rented to you. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III)

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage part applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate

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any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement.

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:**

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of

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our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions.

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefit law or similar law.
- e. To a person injured while taking part in athletics
- f. Included within the "products-completed operations hazard"
- g. Excluded under Coverage A
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and

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their spouses are also insureds, but only with respect to the conduct of your business.

- c. An organization other than a partnership or joint venture, you are insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2 Each of the following is also an insured:

- a. Your employees, other than your executive officers but only for acts within the scope of their employment by you. However, no employee is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture)

- b. Any person (other than your employee), or any organization while acting as your real estate manager

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision

- 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period whichever is earlier;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

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No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds,
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits"
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2 or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence"

6. Subject to 5, above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this Coverage Part

2. Duties In The Event Of Occurrence, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense

- b. If a claim is made or "suit" is brought against any insured, you must:

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- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit"
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent

3. **Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial;

but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative

4. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when b below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c below.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I)

When this insurance is excess, we will have no duty under Coverage A or B to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

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When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater

than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

Agency Code 17-0188-00

Policy Number 034617-38009361

If notice is mailed, proof of mailing will be sufficient proof of notice

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any one time

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:

- (1) The injury or damage arises out of:

- (a) Goods or products made or sold by you in the territory described in a. above; or

- (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and

- (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to

5. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

6. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to you.

7. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

8. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise and lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise and lower workers; and
- (3) Air compressors pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment

9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions

10. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

11. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned

b. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which the classification in this Coverage Part or in our manual of rules includes products or completed operations.

12. "Property damage" means:

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- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.
13. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
14. "Your product" means:
- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- "Your product" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - b. The providing of or failure to provide warnings or instructions.
- "Your product" does not include vending machines or other property rented to or located for the use of others but not sold.
15. "Your work" means:
- a. Work or operations performed by you or on your behalf; and
 - b. Materials, parts or equipment furnished in connection with such work or operations.
- "Your work" includes:
- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - b. The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55118 (8-91)

**POLLUTION EXCLUSION ENDORSEMENT
PERSONAL INJURY LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, exclusion c. is added:

- c. (1)** "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a)** At or from any premises site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i)** if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii)** if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- Subparagraphs (a) and (d) (i) do not apply to "personal injury" arising out of heat, smoke or fumes from a hostile fire
- As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- (2)** Any loss, cost or expense arising out of any:
- (a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing from, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of pollutants.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

Agency Code 17-0188-00

Policy Number 034617-38009361

55086 (12-88)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DUPLICATION OF COVERAGE
ENDORSEMENT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed:

When this coverage form and any other policy, coverage form or endorsement which is issued to you by us or one of our affiliated companies applies to the same loss or damage the aggregate maximum limit of insurance under all the policies, coverage forms and endorsements which apply shall not exceed the highest Limit of Insurance which applies under any one such policy, coverage form or endorsement. This does not include a policy, coverage form or endorsement issued by us or an affiliated company which is specifically written as excess insurance over this coverage form.

55029 (7-87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particle, dust, irritant, contaminant, pollutant, toxic element or material

55050 (8-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF GENERAL AGGREGATE LIMIT

It is agreed:

The following is added to LIMITS OF INSURANCE (Section III):

Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12 month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations

55064 (7-87)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed the following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will provide coverage:

- 1 up to the minimum required limits; and
- 2 subject to all the terms and conditions of the policy;

to comply with any motor vehicle insurance law to the extent such law applies to the "mobile equipment" covered by this coverage part

All other terms and conditions of the policy apply

55069 (1-88)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CONTRACTUAL COVERAGE AMENDATORY
ENDORSEMENT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

It is agreed:

Under Section I - COVERAGE A. Item 2 Exclusions:

Exclusion b is deleted and replaced by the following:

- b "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract". However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.

All other terms and conditions of the policy apply

Agency Code 17-0188-00

Policy Number 034617-38009361

This endorsement changes the policy. Please read it carefully.

59218 (1-91)

**ABSOLUTE EXCLUSION FOR FRAUD,
MISREPRESENTATION, DECEIT OR
SUPPRESSION OR CONCEALMENT OF FACT**

This policy does not apply to any claim arising out of fraud, misrepresentation, deceit, suppression or concealment of fact, whether intentional, unintentional, innocent, negligent, willful, malicious, reckless or wanton, including, but not limited to an action or lawsuit demanding or seeking damages or recovery based on direct liability, vicarious liability or agency principles

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 85

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United State of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or

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possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor;"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act)
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:
 - a. the Secretary of State; and
 - b. the Attorney General of the United States;to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002.
3. Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life property or infrastructure; and
 - (2) if the act is committed:
 - a) by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion

All other policy terms and conditions apply

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will pay 90% of such covered losses that exceed the statutory deductible paid by us for commercial lines of property and casualty insurance defined in the Act. You should also know that the federal government and participating United States insurers are required to provide coverage for total losses of \$100 billion annually. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2005.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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Policy Number 034617-38009361

IL 01 90 03 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES - ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage

The actual cash value of the lost or damaged property may be significantly less than its replacement cost

COMMON POLICY CONDITIONS

IL 00 17 11 85

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by

endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

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Policy Number 034617-38009361

1. Is responsible for the payment of all premiums; and
- 2 Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except

in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Agency Code 17-0188-00

Policy Number 034617-38009361

59343 (2-03)

NOTIFICATION OF CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002

Subject to policy terms and conditions, the attached policy provides insurance coverage for acts of terrorism as defined in the Act

Endorsement 59350 has been attached to this policy which provides you with both important information regarding terrorism risk insurance coverage and caps our liability in accordance with the Act.

This notice is for informational purposes only

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

Auto-Owners

Page 1

55055 (7-87)

Issued 03-10-2004

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 02-20-2004

AGENCY SAN BUCK INC

17-0188-00

MKT TERR 040

(334) 566-2644

POLICY NUMBER 034617-38009361-04

INSURED SUNSHINE CAMPING CENTER INC

ADDRESS PO BOX 294

DALEVILLE, AL 36322-0294

Agency
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
02-20-2004	to 02-20-2005

DESCRIPTION OF CHANGE

CHANGED LIAB LIMITS TO 500,000

TRANSACTION NUMBER: 002

ENDORSEMENT PREMIUM:

ADDITIONAL

\$63.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Ernest D. Glenn
Date 2-15-05

Auto-Owners

Page 1

55055 (7-87)

Issued 09-29-2004

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Change Endorsement Effective 02-20-2004

AGENCY SAN BUCK INC
17-0188-00

MKT TERR 040

(334) 566-2644

POLICY NUMBER 034617-38009361-04

INSURED SUNSHINE CAMPING CENTER INC

ADDRESS PO BOX 294

DALEVILLE, AL 36322-0294

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
02-20-2004	to 02-20-2005

DESCRIPTION OF CHANGE

ADDED BUILDING WITH VALUE OF \$60,000
INCREASED CONTENTS VALUE TO \$10,000

TRANSACTION NUMBER: 003

ENDORSEMENT PREMIUM:	ADDITIONAL	\$1,032.00
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I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Erzanne D. Slenesh
Date 2-15-05

Auto-Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Issued 10-26-2004
TAILORED PROTECTION POLICY DECLARATIONS

Do Not Renew RNWL Status Effective 10-25-2004

AGENCY SAN BUCK INC
17-0188-00 MKT TERR 040
INSURED SUNSHINE CAMPING CENTER INC

(334) 566-2644

POLICY NUMBER 034617-38009361-04

ADDRESS PO BOX 294

DALEVILLE, AL 36322-0294

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
02-20-2004	to 02-20-2005

This Policy Has Been Changed To Do Not Renew Renewal Status
On 10-25-2004 By User E003245
Nonrenewal Reason: Underwriting Reasons

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Erinne O. Blenish
Date 2-15-05

Auto-Owners

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Issued 11-17-2004
TAILORED PROTECTION POLICY DECLARATIONS

AGENCY SAN BUCK INC
17-0188-00 MKT TERR 040
INSURED SUNSHINE CAMPING CENTER INC

Do Not Renew RNWL Status Effective 11-16-2004

(334) 566-2644 POLICY NUMBER 034617-38009361-04

ADDRESS PO BOX 294
DALEVILLE, AL 36322-0294

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
02-20-2004	to 02-20-2005

This Policy Has Been Changed To Do Not Renew Renewal Status
On 11-16-2004 By User E003245
Nonrenewal Reason: Underwriting Reasons

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Ernest D. Henrich
Date 2-15-05



Tailored Protection Insurance Policy

Auto-Owners Insurance Company

Insert Declarations Page (Part Two), form and Endorsements here so that edge butts against fold of Contract.

POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay


PARTICIPATING

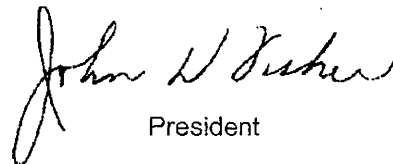
You will be entitled to an equitable participation in Company funds in excess of an amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A M

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary


Secretary


President

AUTO-OWNERS

Issued 01-22-2004

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY **SAN BUCK INC**
17-0188-00 MKT TERR 040 (334) 566-2644

Renewal Effective 02-20-2004

INSURED **SUNSHINE CAMPING CENTER INC**

POLICY NUMBER 43-377-578-00

Company Use **38-46-AL-0302**

ADDRESS **PO BOX 294**
DALEVILLE AL 36322-0294

Agency
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2004	02-20-2005

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

FOR COMPANY USE ONLY

ATTACHED FORMS MUST BE VIEWED IN MOBIUS APPS SUITE..

The following attachments were issued with this transaction:

19652 (01-88)	19959 (01-91)	19983 (03-91)	19987 (08-91)	79585 (03-94)	19634 (01-91)A
59350 (02-03)A	59343 (02-03)	59218 (01-91)	19372 (04-80)	19637 (09-87)	19693 (03-88)
19288 (11-85)	19732 (06-92)	19654 (05-92)C			

Premium/Commission Recap:

GARG \$3435.01 @ 15.0%

Billing Type Agency Bill

Insured Copy Mailed To Agency

Trailback Date 01-12-2004

Reinsurance Dec Copy No

Messages:

FORCED RENEWAL MAY HAVE CHANGES

The following directives have been issued for this policy:

E407-01:

RETURN INSURED & AGENCY COPY OF DEC TO BRANCH: MONTGOMERY

- TO: CALLIE ALBERT

- MATCH WITH TPP POL 38009361

AGENCY 17-0188-00 POLICY 43-377-578-00

13271 (8-99)

SAN BUCK INC
PO BOX 369
TROY AL 36081

01-22-2004



P.O. BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY

SUNSHINE CAMPING CENTER INC

PO BOX 294
DALEVILLE AL 36322-0294

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A + + (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

Feel free to contact your Auto-Owners agency with any questions you may have about your insurance needs. Your agency's phone number is (334) 566-2644.

Auto-Owners Insurance - The "No Problem" People®

~ Serving Our Policyholders and Agents for More Than 85 Years ~

Auto-Owners

Page 1

79041 (04-95)
Issued 01-22-2004INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY SAN BUCK INC

Renewal Effective 02-20-2004

17-0188-00

MKT TERR 040

(334) 566-2644

POLICY NUMBER 43-377-578-00

INSURED SUNSHINE CAMPING CENTER INC

Company Use 38-46-AL-0302

ADDRESS PO BOX 294
DALEVILLE AL 36322-0294Agency
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2004	02-20-2005

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

COVERAGE**TERRITORY****GARAGE LIABILITY COVERAGE****GARAGE LIABILITY COVERAGE LIMITS**

COVERAGES	LIMITS
Combined Liability	\$ 300,000 each occurrence
Passenger Accident	\$ 1,000 each person
Premises Medical	\$ 1,000 each person
Uninsured including Underinsured Motorist	\$ 20,000 each person /\$ 40,000 each occurrence

PREMIUM BASIS: Audit is Annual. Entity is a Corporation.

Location 001: RR 1 (US HWY 84) DALEVILLE AL 36322-9801

Garage Liability - DIVISION I032
Dale County, AL

COVERAGES	RATE/EMP	ESTIMATED PREMIUM
Combined Liability	\$668.29	\$2,339.00
Passenger Accident	7.43	26.00
Premises Medical	3.14	11.00
Uninsured including Underinsured Motorist		117.00
FOREIGN TERRORISM CERTIFIED ACTS SEE FORM 59350		24.93
TOTAL		\$2,517.93

Additional Forms For This Coverage: 19372 (04-80) 19637 (09-87) 19693 (03-88)
19288 (11-85) 19732 (06-92)

PREMIUM BASIS: Franchised Dealer - Motor Home Sales. Full time equivalent employees - 3.5. Number of licensed vehicles - 0. Number of dealer plates - 2. Program - Garage.

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Kelley Aitkin
Date 2-16-05

Page 2

AUTO-OWNERS INS. CO.

79041 (04-95)

Issued 01-22-2004

AGENCY SAN BUCK INC
17-0188-00

MKT TERR 040

Agency POLICY NUMBER 43-377-578-00
Bill Company Use 38-46-AL-0302

INSURED SUNSHINE CAMPING CENTER INC

Term 02-20-2004 to 02-20-2005

Garagekeepers Coverage - Direct Primary Coverage

032
Dale County, AL

COVERAGES	LIMITS	PREMIUM
Comprehensive	\$ 100,000 - \$ 500 ded.	\$594.00
Collision or Upset	\$ 100,000 - \$ 500 ded.	314.00
FOREIGN TERRORISM CERTIFIED ACTS SEE FORM 59350		9.08
TOTAL		\$917.08

Additional Forms For This Coverage: 19654 (05-92)

TOTAL GARAGE LIABILITY PREMIUM

TERM
\$3,435.01

Forms That Apply To This Policy: 19652 (01-88) 19959 (01-91) 19983 (03-91)
 19987 (08-91) 79585 (03-94) 19634 (01-91) 59350 (02-03) 59218 (01-91)

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb() Comm
 Auto(X) WC() Life() Personal() Farm(). Passenger Accident coverage written on more than one vehicle does
 not increase the stated limit per person.

Countersigned By: _____

UNINSURED MOTORIST AMENDATORY ENDORSEMENT

19288 (11-85)

It is agreed that under Uninsured Motorist Coverage the definition of "Uninsured Motor Vehicle" is amended to include insured motor vehicles to the extent that the sum of the limits of liability under all bodily injury liability bonds and insurance policies available to an injured person after an accident is less than the damages which the injured person is legally entitled to recover.

It is further agreed that the limit of liability under this coverage shall not exceed the smaller of:

- a damages which the insured is legally entitled to recover; or
- b the sum of the limits of liability stated for not more than three automobiles covered by this policy.

All terms and conditions applicable to Uninsured Motorist Coverage apply to this endorsement

AMENDMENT OF RENTAL EXCLUSION

19372 (4-80)

It is agreed that exclusion (b) (2) (ii) applicable to Coverage A and B is amended to read:

- (ii) while leased or rented to others by the named insured unless such lease or rental is to a salesman for use principally in the business of the named insured or unless the automobile is in the custody of the named insured for pick up, delivery, service or repair in connection with such lease or rental;

GARAGE LIABILITY AMENDATORY ENDORSEMENT

19634 (1-91)

It is agreed:

1. Under SECTION IV - DEFINITIONS the definition of contract is replaced by the following:

Insured Contract means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to the named insured's business under which the tort liability of another to pay damage because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to the named insured;
- c. That pertains to the loan, lease or rental of an automobile to the named insured; or
- d. That holds a person or organization engaged in the business of transporting property by automobile for hire harmless for the named insured's use of an automobile over a route or territory that person or organization is authorized to serve by public authority.

- 2 Under SECTION I - INSURING AGREEMENTS: A. BODILY INJURY LIABILITY and B. PROPERTY DAMAGE LIABILITY:

- a Exclusion (a) is deleted and replaced by:

(a) to claims arising under any workers compensation, unemployment compensation or disability benefits law, or under any similar law nor, except as to liability assumed by the insured under an insured contract as defined herein, to bodily injury to or death of any employee of the insured arising out of and in the course of his employment by the insured other than domestic employment if benefits for such domestic employment are neither payable nor required to be provided under any workers compensation law;

- b. Exclusion (c) is amended as follows:

This exclusion does not apply to liability assumed by the insured under a sidetrack agreement.

- c The following exclusions are added:

(1) Liability coverage does not apply to any liability assumed under any contract or agreement. However, this exclusion does not apply to liability for damages:

- (a) assumed under a contract or agreement that is defined as an insured contract; or
- (b) that the insured would have even in the absence of a contract or agreement.
- (2) Liability coverage does not apply to bodily injury or property damage caused by war, whether declared or undeclared, or insurrection or any of their consequences. This exclusion applies only when such liability is assumed under a contract or agreement.
- (3) Liability coverage does not apply to any obligation on the part of the insured to indemnify another for those damages resulting from bodily injury to an insured's employee. However, this exclusion does not apply when such liability is assumed by an insured under an insured contract.

All other terms and conditions of the policy apply.

LIQUOR LIABILITY EXCLUSION

19637 (9-87)

The following exclusion is added:

Coverage shall not apply to bodily injury or property damage for which the insured or his indemnitee may be held liable:

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or

(2) if not so engaged, as the owner or lessor of premises used for such purposes,

if such liability is imposed:

(i) by, or because of the violation of, any statutes, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or

(ii) by reason of selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but, part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above.

All other terms and conditions of the policy apply.

GARAGE LIABILITY COVERAGE FORM

19652 (1-88)

**AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN**

Hereinafter called the Company, in consideration of the payment of the premium and of the statements in the Declarations made a part hereof and subject to all the terms of this insurance, agrees with the insured named in the Declarations with respect to any one or more of the coverages for which a premium is charged:

SECTION I - INSURING AGREEMENTS

A. BODILY INJURY LIABILITY To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law, or assumed under any contract as defined herein, for damages because of

A. bodily injury, sickness or disease including death at any time resulting therefrom, or

B. injury to or destruction of tangible property, including the loss of use thereof,

neither expected nor intended from the standpoint of the insured and arising out of the hazards defined in Section II of this coverage form

Coverages A and B shall not apply:

(a) to claims arising under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; nor, except as to liability assumed by the insured under a contract as defined herein, to bodily injury to or death of any employee of the insured arising out of and in the course of his employment of the insured other than domestic employment if benefits for such domestic employment are neither payable nor required to be provided under any workmens' compensation law;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested;

(2) automobile

(i) while being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest or

(ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured or

(iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;

(iv) possession of which has been transferred to another by the named insured pursuant to an agreement of sale; but this exclusion (b) (2) (iv) does not apply with respect to the named insured;

(3) aircraft;

(4) watercraft away from the premises; but this exclusion does not apply to injury or destruction arising out of repair or service operations performed thereon by the insured;

(c) to property damage to (1) any automobile in charge of the insured and any property while being transported by the insured or while under his control or direction relative to its transportation, or (2) any property owned by or rented to the insured; but part (1) of this exclusion does not apply to property damage caused by an automobile servicing hoist designed to raise the entire automobile or an automobile, freight or passenger elevator;

(d) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared

or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

(e) to property damage to any of the named insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(f) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(g) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(h) (1) to bodily injury or property damage (a) with respect to which an insured under this insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; (2) to bodily injury or property damage resulting from the hazardous properties of nuclear material, if (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom; (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection

with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this part (c) of this exclusion applies only to destruction of property at such nuclear facility

C. PASSENGER ACCIDENT. To pay to or for
D. PREMISES MEDICAL PAYMENTS each person who sustains bodily injury, sickness or disease, caused by accident and arising out of

C. the use of any automobile for which coverage is afforded under Section II-Definition of Hazards, except subdivision (3) of Division I, while in, upon, entering or alighting from the automobile while the automobile is used by, or with the permission of, the named insured, or

D. the ownership, maintenance or use of the premises and the ways immediately adjoining, or operations of the named insured,

the reasonable expense of necessary medical, surgical, X-ray, dental, Christian Science practitioner services, including prosthetic devices, eyeglasses, pharmaceuticals and ambulance, hospital and professional nursing services incurred within one year of the date of the accident but not exceeding the limit of liability stated in the Declarations as applicable to each person; and in the event of death resulting from such accident within one year from the date of such accident the total limit of liability stated in the Declarations as applicable to each person, less any amount for which the Company may be otherwise liable under this paragraph. The amount due for death shall be paid to the surviving spouse or the next of kin or the legal representative of the deceased, as the Company may elect.

When an automobile for which coverage is afforded under Section II-Definition of Hazards is furnished for the regular use of any person, including the named insured if an individual, this insurance shall be payable to such person, his spouse or the relatives of either not owning an automobile and residing in the same household as such person, with respect to bodily injury sustained while occupying an automobile not owned by the named insured and not used in the business of the named insured or through being struck by an automobile, provided in the event of death resulting from being struck by an automobile, the Company shall be liable only for the aforementioned expenses and the reasonable expense of fu-

neral services. The insurance afforded by this paragraph shall not apply to injuries sustained through being struck by (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle, trailer or semi-trailer while located for use as a residence or premises or operated on rails or crawler-treads; nor shall coverage apply to injuries sustained by any person while occupying an automobile owned by him or a member of his household.

This insurance does not apply:

(a) under Coverage C to bodily injury sustained by

(1) any employee of an insured under Coverage A arising out of and in the course of his employment by such insured;

(2) any person while in, upon or alighting from a motor scooter, motorized bicycle, motorcycle, snowmobile or midget automobile;

(b) under Coverage D to bodily injury sustained by

(1) any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;

(4) any person if such injury arises out of maintenance, alteration, demolition or new construction operations for the named insured or for any lessor of the premises;

(5) any tenant or other person regularly residing on the premises or any employee of such tenant or other person while engaged in the employment thereof;

(c) under Coverages C or D to bodily injury or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

SECTION II-DEFINITION OF HAZARDS

Division I. Premises-Operations-Automobiles

The insurance under this division covers the ownership, maintenance, occupation or use of the premises for the purposes of an automobile dealer, repair shop, service station, storage garage or public parking place, and all operations which are necessary or incidental thereto, including (1) the ownership, maintenance or use of any automobile in connection with the foregoing; (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by the named insured and, if the named insured is an individual, any automobile owned jointly by the named insured and spouse; and (3) the use of any automobile not owned by the named insured by (a) the named insured, if an individual, and his spouse if a resident of the same household, (b) any person to whom the named insured regularly furnishes an automobile and the spouse of such person if a resident of the same household, or (c) a relative of (a) or (b) residing in the same household and not owning any automobile. This insurance does not apply under subdivision (3) to (i) any automobile owned by or furnished for regular use to (a) or (b) above or a member of the household of either, other than a private chauffeur or domestic servant; (ii) motor scooters, motorcycles or midget automobiles commonly referred to as "karts," "go-karts," "speedmobiles" or any comparable name; or (iii) any automobile not of the private passenger type while used in a business or occupation of (a), (b) or (c) above or to any private passenger automobile while used in such business or occupation if operated by other than (a) or (b) above or the chauffeur or servant of such person unless such person is present in such automobile.

Division II. Premises-Operations-Automobiles Not Owned Or Hired

The insurance under this division covers the ownership, maintenance, occupation or use of the premises for the purposes of an automobile repair shop, service station, storage garage or public parking place and all operations which are necessary or incidental thereto, including the use for any purpose in connection with the foregoing of any automobile not hired, registered or owned in whole or in part by the named insured, any partner or officer thereof.

SECTION III-DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

It is further agreed that as respects insurance afforded by this policy under Coverages A and B, the Company shall:

A. have the right and duty to defend with counsel of the Company's choice any suit against the insured alleging such injury or destruction and seeking damages on account thereof where the Company is liable to the insured in case of judgment, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements;

B. pay in addition to the applicable limits of liability:

(1) all expenses incurred by the Company, all costs taxed against the insured in any such suit and interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid, tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(2) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of an accident or traffic law violation occurring during the policy period and arising out of the use of an automobile insured hereunder, not to exceed \$250.00 per bail bond, but without obligation to apply for or furnish such bonds;

(3) expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence, except bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization; and

(4) all reasonable expenses, other than loss of earnings, incurred by the insured at the Company's request.

SECTION IV-DEFINITIONS

A. "INSURED" shall mean, wherever used in Coverages A and B and in other parts of this coverage form

when applicable to these coverages, not only the named insured but also any partner, employee, director or stockholder thereof while acting within the scope of his duties as such, and any person or organization having a financial interest in the business of the named insured covered by this coverage form, and any person while using an automobile covered by this coverage form and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is with the permission of the named insured.

The provisions of this paragraph shall not apply (a) to any employee of an insured with respect to any action brought against said employee because of bodily injury, sickness or disease, or death of another employee of the same insured injured in the course of such employment in an accident arising out of the business of the insured; (b) to any partner, employee, director, stockholder or additional insured with respect to any automobile owned by him or by a member of his household other than the named insured; (c) to any person or organization, other than the named insured, a lessee or borrower of an automobile, or an employee of the named insured or of such lessee or borrower, with respect to the loading or unloading of an automobile; (d) to any partner, employee, director or stockholder of the named insured with respect to damage to property owned by, rented to or held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

Garage customers are not insureds with respect to the use of automobiles covered by this coverage form except in accordance with the following additional provisions:

(1) If there is other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer and the limits of such insurance are sufficient to pay damages up to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged, no damages are collectible under the policy

(2) If there is other valid and collectible insurance available to the garage customer, whether primary, excess or contingent, and the limits of such insurance are insufficient to pay damages up to the applicable limit of the aforesaid financial responsibility law, then this insurance shall apply to the excess of damages up to such limit.

(3) If there is no other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer, this insurance shall apply but the amount of damages payable under this policy shall not exceed the applicable limit of the aforesaid financial responsibility law

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

B. "GARAGE CUSTOMER" shall mean any person while using an automobile owned, maintained or used in the garage operations of the insured and furnished or loaned to a customer of the garage or to a prospective purchaser, but shall not include an employee, director, stockholder, partner or member of the named insured or a resident of the same household as the named insured, such employee, director, stockholder, partner or member, or any other person or organization named in the policy as one to whom the named insured furnishes an automobile for regular use and any person while using an automobile furnished to such named person or organization

C. "PREMISES" shall mean premises operated by the named insured for the purpose insured hereunder and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization.

D. "AUTOMOBILE" shall mean any type of land motor vehicle, utility trailer, camping or vacation trailer, mobile home, trailer or semi-trailer, truck tractor or farm tractor, non-motorized farm machinery or implement or animal-drawn equipment.

E. "HAZARDOUS PROPERTIES" shall mean radioactive, toxic or explosive properties

F. "NUCLEAR MATERIAL" shall mean source material, special nuclear material or by-product material.

G. "SOURCE MATERIAL," "SPECIAL NUCLEAR MATERIAL," and "BY-PRODUCT MATERIAL" shall mean as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof

H. "SPENT FUEL" shall mean any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor

I. "WASTE" shall mean any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof

J. "NUCLEAR FACILITY" shall mean:

(1) any nuclear reactor;

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste;

(3) any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

K. "NUCLEAR REACTOR" shall mean any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

L. "CONTRACT" shall mean any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad (3) agreement required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement or (5) elevator maintenance agreement

SECTION V-POLICY TERM, TERRITORY, STANDARD TIME

This coverage form applies only to bodily injury or property damage which occurs during the policy term as stated in the Declarations within the United States of America, its territories or possessions, Canada or Mexico, except with respect to automobiles, this cov-

erage form also applies while the automobile is being transported between ports thereof. The time of Effective Date and Expiration Date expressed in the Declarations is Standard Time at the address of the insured as stated in the Declarations

CONDITIONS

These conditions apply in addition to the Common Policy Conditions.

1. LIMITS OF LIABILITY. Regardless of the number of (1) insureds under this coverage form, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this coverage form applies, the limit of liability expressed in the Declarations with respect to Coverage A as applicable to "each person" is the limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to or death of one person in any one occurrence; the limit of such liability expressed in the Declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to or death of two or more persons in any one occurrence. The limit of liability expressed in the Declarations with respect to Coverage B as applicable to "each occurrence" is the total limit of the Company's liability for all damages arising out of the injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence

For the purpose of determining the limit of the Company's liability all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence

2. PREMIUM. The premium for the coverage provided in this coverage form is based upon the entire payroll of proprietors active executive officers, managers, salesmen, clerical force, mechanics, chauffeurs and other employees of the insured except that a premium charge shall be made upon the compensation of any proprietor, active executive officer and manager at \$3,000.00 per annum; all other employees shall be included at the actual remuneration (including commission, bonuses and other compensation) regardless of the period of employment but

not in excess of \$3,000.00 per annum earned whether paid or not

3. RECORDS. It shall be a further condition of this insurance that the insured shall keep an accurate record of such payroll, including the names of all persons, the period for which employed and actual remuneration of such persons, whether paid or not, during the period of the policy. The Company, or any of its representatives, shall be permitted at any time during the term of this insurance or within one year thereafter to examine and audit any and all of the insured's payroll records for the purpose of determining the premium for this insurance.

4. PAYROLL REPORTS AND AUDITS. At the end of the payroll report period stipulated in the Declarations, the amount of remuneration earned by proprietors, active executive officers and all employees and the total gross amount of all such earnings during such period shall be exhibited to the Company, as provided elsewhere in this section and the earned premium shall be adjusted in accordance therewith at the rates and under the conditions herein specified. If such exhibit shall be made for a period less than the policy term, the earned premium so determined shall be due and payable and the deposit premium stipulated in the Declarations shall be the deposit premium for the next payroll report period. If the earned premium for the full policy term or the final payroll report period shall be greater than the deposit premium indicated in the Declarations, the named insured shall immediately pay the additional amount to the Company; if less, the Company shall return to the named insured the unearned portion but except in event of cancellation, the Company shall retain the minimum premium stated in the Declarations.

5. FINANCIAL RESPONSIBILITY. Such insurance as is afforded by this coverage form under Coverages A and B shall comply with the provision of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, main-

tenance or use of an automobile during the policy period, to the extent of the coverage and limits of liability required by such law

6. NOTICE OF ACCIDENT, CLAIM OR SUIT. Upon the occurrence of an accident covered by this policy, the insured shall give immediate notice to the Company or to its authorized agent. Failure to give such notice shall not invalidate this insurance if it is shown that the insured could not reasonably give such notice. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured persons, the owner or driver of the other automobile involved and available witnesses. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this insurance.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

7. ASSISTANCE AND COOPERATION OF THE INSURED. The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witness and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for immediate medical and surgical relief to others as provided in B(3) of Section III.

8. ACTION AGAINST THE COMPANY. No actions shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the applicable conditions hereof, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this coverage form to the extent of the insurance afforded by this coverage form. No person or organization shall have any right under this insurance

to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.

Bankruptcy or insolvency of the insured, or the insured's estate, shall not relieve the Company of any of its obligations hereunder

9. OTHER INSURANCE. The insurance afforded by this coverage form with respect to automobiles not owned by the named insured shall be excess insurance over any other valid and collectible insurance available to an insured. Except when stated to apply in excess of or contingent upon the absence of other insurance, the insurance afforded by this is coverage form is primary insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this coverage form shall not be reduced by the existence of such other insurance

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this insurance for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this insurance for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

10. SUBROGATION. In the event of any payment under this insurance, the Company shall be subrogated

to all the insured's rights of recovery therefor and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights

11. DECLARATIONS. By the acceptance of this insurance the named insured agrees that the statements

in the Declarations are his agreements and representations; that this coverage form is issued in reliance upon the truth of such representations, and that this coverage form and Declarations attached hereto embody all agreements existing between himself and the Company or any of its agents relating to this insurance.

GARAGEKEEPERS' COVERAGE ENDORSEMENT
(Tailored Protection Policy)

19654 (5-92)

In consideration of an additional premium and subject to all the provisions of the policy not expressly modified hereby, the Company agrees with the named insured as follows:

1. COVERAGE AGREEMENTS

The Company will pay, on the basis designated in the Declarations:

LEGAL LIABILITY - All sums which the insured shall become legally obligated to pay as damages because of loss or damage, or

DIRECT COVERAGE - For loss or damage without regard to the insured's liability therefore,

to an automobile or automobile equipment sustained under any of the following coverages for which a premium is charged in the Declarations:

- A **Named Perils** - Fire, Lightning, Explosion, Theft of the entire automobile, Riot or Civil Commotion, and Vandalism or Malicious Mischief.
- B **Comprehensive** - loss or damage to an automobile or automobile equipment from any cause except collision; but under this endorsement, breakage of glass and loss or damage caused by missiles or falling objects or collision with an animal or bird shall not be considered loss caused by collision
- C **Collision or Upset**

The insurance applies only while the insured is attending such automobile or while the automobile or automobile equipment is in the custody of the insured for storage, service or repair:

- (1) at a location stated in the Declarations or while temporarily removed in the ordinary course of the insured's business, or
- (2) elsewhere if the insured is attending such automobile or automobile equipment

2. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

The Defense, Settlement, Supplementary Payments provision of the coverage form is applicable to this insurance, except with respect to bail bonds or immediate medical or surgical relief.

3. EXCLUSIONS

This insurance does not apply to:

- a. Liability of the insured under any agreement to be responsible for loss
- b. Loss of or damage to any automobile or automobile equipment owned by the insured or partner or member thereof, employees of the insured or members of the household of the insured or of any partner, member or employee; or to any automobile in the custody of the insured for demonstration or sale. This exclusion does not apply to loss of or damage to an automobile or automobile equipment owned by an employee or member of the household of the employee, who pays for the storage, service or repair covered by this endorsement
- c. Defective parts or materials furnished or faulty work performed on an automobile or automobile equipment

- d. Any citizens-band radio, mobile or cellular telephone, television, stereo or disc player, or other similar device used for sending, receiving or reproducing communications or sound, including related items, unless permanently installed in the dash or console opening designed for such equipment.

4. **SPECIAL CONDITIONS APPLICABLE TO THIS INSURANCE**

- a. **Limits of Liability; Deductibles.** Regardless of the number of (1) persons or organizations who sustain loss, (2) claims made or suits brought on account of loss, or (3) automobiles or items of automobile equipment to which this endorsement applies, the limit of the Company's liability for loss at each location is the limit stated in the Declarations less the deductible stated for each coverage applied to each automobile or each item of automobile equipment. Except as to loss caused by collision, a deductible shall be applied to no more than five automobiles or items of automobile equipment in any one loss occurrence.
- b. **Pro Rata Liability.** If at the time of the loss, the value of all automobiles and automobile equipment of others in the custody of the insured at the location where the loss occurs exceeds the limit of liability stated in the Declarations for such location, the Company shall not be liable for a greater proportion of the loss than the limit of liability stated bears to that total value.
- c. **Replacement And Repairs At Actual Cost.** In the event of loss or damage, the insured shall, if requested by the Company, replace the property lost or damaged or furnish labor and materials for repair at actual cost to the insured.
- d. When this insurance is written on a Direct Coverage basis, it shall be excess over any other insurance available to the owner or lessee of the automobile with respect to which loss or damage is sustained. However, this provision does not apply if this coverage is designated "primary" in the Declarations or if the insured is legally liable for the loss or damage.

COMBINED LIMIT OF LIABILITY ENDORSEMENT
(BODILY INJURY AND PROPERTY DAMAGE)

19693 (3-88)

When the coverage shown in the Declarations is "Combined Liability", it is agreed that the provisions of the policy which set forth and define the limits of liability applicable to Coverage A - Bodily Injury Liability and Coverage B - Property Damage Liability are deleted and replaced by the following:

The limit of liability stated in the Declarations is the total limit of the Company's liability under Coverages A and B combined for all damages, including damages for care and loss of services and loss of use, as the result of any one occurrence; provided with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for bodily injury and property damage liability to the extent of the coverage required by such law.

Alabama

19732 (6-92)

UNINSURED MOTORIST ENDORSEMENT
Garage Liability Policy

In Consideration of the premium for which this policy is written, the Company does hereby agree with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

INSURING AGREEMENTS

- I. **DAMAGES FOR BODILY INJURY CAUSED BY UNINSURED AUTOMOBILES.** To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, and arising out of the ownership, maintenance or use of such uninsured automobile.

No judgement against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the Company, of the issues of liability of such persons or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the Company

II. **DEFINITIONS.**

A. **Insured** The unqualified word "insured" means

- (1) the first named insured as stated in the policy and if an individual and not a corporation, firm or partnership, and while residents of the same household, the spouse of any such first named insured and, if not owning any automobile, the relatives of either;
- (2) any person while occupying an insured automobile; and
- (3) an person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies

The insurance applies separately with respect to each insured but the application of the insurance to more than one insured shall not operate to increase the limits of the Company's liability.

B. **Insured Automobile.** The term "insured automobile" means a motor vehicle to which the Bodily Injury Liability Coverage of the policy applies, provided such motor vehicle is:

- (1) a motor vehicle which is owned by the insured named in the Declarations of the policy, and, if the named insured is an individual a motor vehicle owned jointly by the named insured and spouse;
- (2) a motor vehicle while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (3) a motor vehicle while being operated by the named insured, or by his spouse if a resident of the same household. The term "insured automobile" shall not include:
 - (a) a motor vehicle while used as a public conveyance;

(b) under subparagraphs (1) and (2) above, a motor vehicle unless being used by or with the permission of the named insured or such spouse, or

(c) under subparagraphs (2), (3)(a) and (3)(b) above, a motor vehicle owned by or furnished for the regular use of the named insured or any resident of the same household.

C. Uninsured Automobile The term "uninsured automobile" means

(1) any highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such highway vehicle; or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same becomes insolvent; or

(2) a hit-and-run automobile as defined;

(3) an automobile that is insured to the extent that the sum of the limits of liability under all bodily injury liability bonds and insurance policies available to an injured person after an accident is less than the damages which the injured person is legally entitled to recover;

but the term "uninsured automobile" shall not include:

(a) an insured automobile or a vehicle that is insured under the liability section of the policy;

(b) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

(c) a land motor vehicle or trailer, if operated on rails or crawler treads or while located for use as a residence or premises and not as a vehicle; or

(d) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads

D. Hit-and-Run Automobile The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured provided;

(1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"

(2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such an accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at the Company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident

E. Occupying. The word "occupying" means in, upon, entering into or alighting from.

F. State. The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

- III **POLICY PERIOD, TERRITORY.** This endorsement applies only to accidents which occur on or after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

EXCLUSIONS

The endorsement does not apply:

1. to bodily injury to an insured or care or loss of services recoverable by an insured, with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the Company, make any settlement with any person or organization who may be legally liable therefor;
2. to punitive damages. This exclusion does not apply to a wrongful death claim.

CONDITIONS

1. **POLICY PROVISIONS.** None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the provisions which pertain to the insured's duties in the event of accident, occurrence, claim or suit; assistance and cooperation of the insured; changes; cancellation; or assignment.
2. **PROOF OF CLAIM, MEDICAL REPORTS.** As soon as practicable, the insured or other person making claim shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the Company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity his legal representative or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.

3. **ASSISTANCE AND COOPERATION OF THE INSURED.** After notice of claim under this endorsement, the Company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury, and in any action against the Company, the Company may require the insured to join such person or organization as a party defendant.
4. **NOTICE OF LEGAL ACTION.** If, before the Company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a motor vehicle involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his legal representative.
5. **LIMITS OF LIABILITY**
 - (a) The limit of liability expressed in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages including damages for expenses, care and loss of services, arising out of bodily injury to or death of one person in any one occurrence and subject to the above provision respecting each person, the limit of liability expressed in the Declarations as applicable to "each occur-

rence" is the total limit of the Company's liability for all damages, including damages for care and loss of services because of bodily injury or death of two or more persons in any one occurrence

- (b) It is further agreed the limit of liability under this coverage shall not exceed the sum of the limits of liability stated for not more than three automobiles covered by this policy
- (c) If claim is made under Coverage D and claim is also made against any person who is an insured under bodily injury liability of the policy because of bodily injury sustained in an accident by a person who is an insured under Coverage D:
 - (a) any payment made under Coverage D to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the bodily injury liability; and
 - (b) any payment made under the bodily injury liability to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under Coverage D.

6. **ARBITRATION** If any person making claim hereunder and the Company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the Company, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement. Such an award shall be a condition precedent to any action against Company.

7. **TRUST AGREEMENT** In the event of payment to any person under this endorsement:

- (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgement that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
- (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of the damages which are subject to claim made under this endorsement;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the Company, such person shall take, through any representative designed by the Company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection herewith;
- (e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision;
- (f) The provisions of this condition do not apply if:

- (1) the Company is provided with written notice of the existence of a bonafide offer of agreement or settlement between the insured and the uninsured motorist; and
 - (2) the written notice includes a certification of liability limits, if any, of the uninsured motorist; and
 - (3) the Company fails advance payment to the insured in an amount equal to the amount provided for in the offer of agreement or settlement within a reasonable time after receipt of the notice
8. **PAYMENT OF LOSS BY THE COMPANY.** Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the Company may at its option pay any amount due hereunder in accordance with division (d) hereof.
9. **ACTION AGAINST COMPANY** No action shall lie against the Company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

**GARAGE LIABILITY
AMENDATORY ENDORSEMENT - INSPECTION PROVISION**

19959 (1-91)

In consideration of the premium at which this policy is written, it is hereby understood and agreed that the provision with respect to the Company's right to inspect the named insured's property and operations is hereby amended to provide that neither the right nor the exercise thereof shall constitute an undertaking to determine that such property or operations are safe or healthful, or in compliance with any law, rule or regulation

**ABSOLUTE ASBESTOS EXCLUSION
GARAGE LIABILITY**

19983 (3-91)

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particle, dust, irritant, contaminant, pollutant, toxic element or material

**POLLUTION LIABILITY EXCLUSION
GARAGE LIABILITY**

19987(8-91)

It is agreed that under INSURING AGREEMENTS, I COVERAGES A BODILY INJURY LIABILITY and B. PROPERTY DAMAGE LIABILITY, the following exclusion is added:

Coverages A and B shall not apply to:

1. Bodily injury or property damage resulting from the actual, alleged or threatened discharge, release, escape, seepage, migration, or dispersal of pollutants:
 - a. that are, or are contained in any property that is:
 - (1) being transported or towed by, handled or prepared for placement into or upon, or taken from any automobile;
 - (2) otherwise in the course of transit by an insured or on behalf of an insured; or
 - (3) being disposed of, stored, treated or processed into or upon any automobile;
 - b. before such pollutants or property containing pollutants are moved from the place they are accepted by an insured or any one acting on behalf of an insured for placement into or onto any automobile; or
 - c. after such pollutants or property containing pollutants are removed from any automobile to where they are delivered, disposed of or abandoned by an insured or any one acting on behalf of an insured.

Part 1 a. does not apply to pollutants that are needed or result from the normal mechanical, electrical or hydraulic functioning of the automobile or its parts, if the escape, discharge, dispersal, seepage, migration or release of such pollutants is directly from a part of the automobile designed to hold store, receive or dispose of such pollutants by the automobile manufacturer

Parts 1.b and 1.c. of this exclusion do not apply, if as a direct result of the maintenance or use of the automobile, pollutants or property containing pollutants which are not in or upon the automobile, are upset overturned or damaged at any premises not owned by or leased to an insured. The discharge, dispersal, release, seepage, migration or escape of the pollutants must be directly caused by such upset, overturn or damage

2. Bodily injury or property damage resulting from the actual, alleged or threatened discharge, release, escape, seepage, migration, or dispersal of pollutants:
 - a. at or from any premises, site or location which is or was at anytime owned or occupied by, or rented or loaned to any insured;
 - b. at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - c. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom an insured may be legally responsible;
 - d. at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

- (1) if the pollutants are brought on or to the premises, site, or location in connection with such operations by such insured, contractor or subcontractor; or
- (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of pollutants

Parts 2.a. and 2.d(1) do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used herein, a hostile fire is one which becomes uncontrollable or breaks out from where it is intended to be.

3. Any loss, cost or expense arising out of any:
 - a. request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - b. claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste materials include materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

This endorsement changes the policy. Please read it carefully.

59218 (1-91)

**ABSOLUTE EXCLUSION FOR FRAUD,
MISREPRESENTATION, DECEIT OR
SUPPRESSION OR CONCEALMENT OF FACT**

This policy does not apply to any claim arising out of fraud, misrepresentation, deceit, suppression or concealment of fact, whether intentional, unintentional, innocent, negligent, willful, malicious, reckless or wanton, including, but not limited to an action or lawsuit demanding or seeking damages or recovery based on direct liability, vicarious liability or agency principles.

NOTIFICATION OF CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002.

Subject to policy terms and conditions, the attached policy provides insurance coverage for acts of terrorism as defined in the Act.

Endorsement 59350 has been attached to this policy which provides you with both important information regarding terrorism risk insurance coverage and caps our liability in accordance with the Act.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
AND
IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act)
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:
 - a. the Secretary of State; and
 - b. the Attorney General of the United States;to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002.
3. Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:
 - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
 - b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and(2) if the act is committed:
 - a) by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States government by coercion

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will pay 90% of such covered losses that exceed the statutory deductible paid by us for commercial lines of property and casualty insurance defined in the Act. You should also know that the federal government and participating United States insurers are required to provide coverage for total losses of \$100 billion annually. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2005.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.

AMENDATORY ENDORSEMENT
Garage Liability

79585 (3-94)

It is agreed:

- 1 Under **CONDITIONS**, **2. PREMIUM** is deleted and replaced with the following:
 2. **PREMIUM** The premium stated in the Declarations for this policy is provisional. The earned premium for each policy term will be calculated according to the Company's rules and rates. The Company shall use the rates for the policy in effect at the inception date of the term. Additional premium will be charged or a refund made, whichever is appropriate. However, the Company shall retain the minimum premium for this policy.
2. Under **CONDITIONS**, **4. PAYROLL REPORTS AND AUDITS** is deleted and replaced with the following:
 4. **PAYROLL REPORTS AND AUDITS** The Company may examine and audit the named insured's books and records to determine the premium for this policy at any time during the policy term and within one year after the expiration of this policy.

All other policy terms and conditions apply.

AUTO-OWNERS

Issued 03-11-2004

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Endorsement Effective 02-20-2004

AGENCY SAN BUCK INC
17-0188-00 MKT TERR 040 (334) 566-2644

POLICY NUMBER 43-377-578-00

INSURED SUNSHINE CAMPING CENTER INC

Company Use 38-46-AL-0302

ADDRESS PO BOX 294
DALEVILLE AL 36322-0294

Agency
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2004	02-20-2005

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

FOR COMPANY USE ONLY

Premium/Commission Recap:

GARG \$549.44 @ 15.0%

Billing Type Agency Bill

Insured Copy Mailed To Agency

Trailback Date 01-22-2004

Reinsurance Dec Copy No

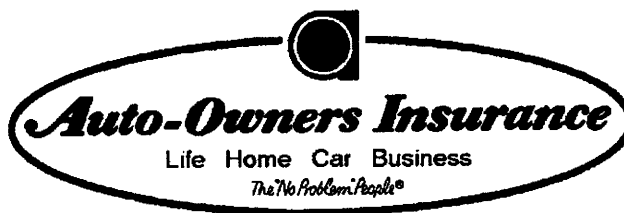
AGENCY 17-0188-00

POLICY 43-377-578-00

13271 (8-99)

SAN BUCK INC
PO BOX 369
TROY AL 36081

03-11-2004



P O BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY

SUNSHINE CAMPING CENTER INC

PO BOX 294
DALEVILLE AL 36322-0294

Thank you for allowing Auto-Owners to handle your insurance needs

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A + + (Superior) rating by the A M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

Feel free to contact your Auto-Owners agency with any questions you may have about your insurance needs. Your agency's phone number is (334) 566-2644.

Auto-Owners Insurance - The "No Problem" People®

~ Serving Our Policyholders and Agents for More Than 85 Years ~

Auto-Owners

Page 1

79041 (04-95)
Issued 03-11-2004INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**

Endorsement Effective 02-20-2004

AGENCY SAN BUCK INC
17-0188-00 MKT TERR 040 (334) 566-2644

POLICY NUMBER 43-377-578-00

INSURED SUNSHINE CAMPING CENTER INC

Company Use 38-46-AL-0302

ADDRESS PO BOX 294
DALEVILLE AL 36322-0294Agency
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2004	02-20-2005

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

COVERAGE**TERRITORY****GARAGE LIABILITY COVERAGE****GARAGE LIABILITY COVERAGE LIMITS**

COVERAGES	LIMITS
Combined Liability	\$ 500,000 each occurrence
Passenger Accident	\$ 5,000 each person
Premises Medical	\$ 5,000 each person
Uninsured including Underinsured Motorist	\$ 20,000 each person /\$ 40,000 each occurrence

PREMIUM BASIS: Audit is Annual. Entity is a Corporation.

Location 001: RR 1 (US HWY 84) DALEVILLE AL 36322-9801

Garage Liability - DIVISION I
Endorsement032
Dale County, AL

COVERAGES	RATE/EMP	ESTIMATED PREMIUM	CHANGE
Combined Liability	\$724.25	\$2,897.00	\$558.00
Passenger Accident	13.00	52.00	26.00
Premises Medical	7.50	30.00	19.00
Uninsured including Underinsured Motorist		58.00	59.00-
FOREIGN TERRORISM CERTIFIED ACTS SEE FORM 59350		30.37	5.44
TOTAL		\$3,067.37	\$549.44 Additional

Additional Forms For This Coverage: 19372 (04-80) 19637 (09-87) 19693 (03-88)
19288 (11-85) 19732 (06-92)

PREMIUM BASIS: Franchised Dealer - Motor Home Sales. Full time equivalent employees - 4.0. Number of licensed vehicles - 1. Number of dealer plates - 0. Program - Garage.

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

Kelly C. C. C.
Date 2016-05

Page 2

79041 (04-95)

Issued 03-11-2004

AUTO-OWNERS INS. CO.

AGENCY SAN BUCK INC
17-0188-00 MKT TERR 040Agency POLICY NUMBER 43-377-578-00
Bill Company Use 38-46-AL-0302

INSURED SUNSHINE CAMPING CENTER INC

Term 02-20-2004 to 02-20-2005

Garagekeepers Coverage - Direct Primary Coverage
Endorsement032
Dale County, AL

COVERAGES	LIMITS	PREMIUM	CHANGE
Comprehensive	\$ 100,000 - \$ 500 ded.	\$594.00	
Collision or Upset	\$ 100,000 - \$ 500 ded.	314.00	
FOREIGN TERRORISM CERTIFIED ACTS SEE FORM 59350		9.08	
	TOTAL	\$917.08	No Charge

Additional Forms For This Coverage: 19654 (05-92)

	TERM	ALL COVERAGES
TOTAL GARAGE LIABILITY PREMIUM	\$3,984.45	\$549.44 Additional

Forms That Apply To This Policy: 19652 (01-88) 19959 (01-91) 19983 (03-91)
19987 (08-91) 79585 (03-94) 19634 (01-91) 59350 (02-03) 59218 (01-91)

A 5% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb() Comm
Auto(X) WC() Life() Personal() Farm() Passenger Accident coverage written on more than one vehicle does
not increase the stated limit per person.

Countersigned By: _____